MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
CRIMINALISTS/FORENSIC IDENTIFICATION SPECIALISTS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 3rd day of November, 2015,

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County"),
AND	LOS ANGELES COUNTY PROFESSIONAL PEACE OFFICERS ASSOCIATION (Hereinafter referred to as "PPOA" or "Union")

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, PPOA was certified on June 1, 1999, by County's Employee Relations Commission (Employee Relations Commission Decision No. 3473) as the majority representative of County employees in the Criminalists Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes PPOA as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the following employee classifications comprising said Unit, as well as such classes as may be added hereafter by the Employee Relations Commission:

Item No.	Title
4331	Criminalistics Laboratory Technician
4332	Forensic Identification Specialist I
4333	Criminalist
4334	Forensic Identification Specialist II
4336	Senior Criminalist

ARTICLE 2 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

A. Acts, by majority vote, formally to approve said Memorandum of Understanding;

B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles;

C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 3 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on October 1, 2015.

This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on September 30, 2018.

ARTICLE 4 RENEGOTIATION

The party desiring to negotiate a full and entire Memorandum of Understanding for a term after September 30, 2018, shall serve a notice of reopening upon the other, on or before May 15, 2018. Upon reopening, negotiations shall begin on a mutually agreed date but no later than June 14, 2018. A full and entire written proposal shall be submitted by each side prior to the beginning of negotiations. Once negotiation meetings begin, new proposals may be introduced only by mutual agreement.

If agreement on the term of full and entire Memorandum of Understanding is not reached by July 30, 2018, an impasse shall automatically be declared unless the parties mutually agree to continue negotiations.

ARTICLE 5 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of PPOA and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, origin, political or religious opinions, or affiliations.

ARTICLE 6 SALARIES

Section 1. Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4333	CRIMINALIST	CURRENT		92J	5177.82	6431.82
		10/01/2015		93K	5333.00	6624.64
		10/01/2016		94L	5492.64	6823.36
		10/01/2017		95H	5602.09	6959.64
		04/01/2018		96E	5713.73	7098.18
4331	CRIMINALISTICS LABORATORY TECH	CURRENT		78B	3486.64	4323.82
		10/01/2015		79C	3590.45	4454.18
		10/01/2016		80D	3696.55	4588.09
		10/01/2017		81A	3770.00	4679.00
		04/01/2018		81J	3844.18	4772.82
4332	FORENSIC IDENTIFICATION SPEC I	CURRENT		90J	4904.00	6092.27
		10/01/2015		91K	5051.27	6275.27
		10/01/2016		92L	5203.27	6463.27
		10/01/2017		93H	5307.00	6592.27
		04/01/2018		94E	5412.45	6723.55
4334	FORENSIC IDENTIFICATION SPEC II	CURRENT		97J	5929.36	7365.73
		10/01/2015		98K	6107.18	7586.91
		10/01/2016		99L	6290.64	7814.91
		10/01/2017		100H	6416.09	7970.82
		04/01/2018		101E	6543.73	8129.36
4336	SENIOR CRIMINALIST	CURRENT		103J	6976.73	8667.18
		10/01/2015		104K	7185.91	8927.36
		10/01/2016		105L	7401.91	9195.55
		10/01/2017		106H	7549.82	9379.00
		04/01/2018		107E	7700.36	9565.55

Section 2. Step Advances

a. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at

least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

c. Grievances arising out of this section shall be processed as follows:

(1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources.

If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the

Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

(2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.

(3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from the department head decision shall be processed in accordance with Civil Service Rules.

d. During the term of this agreement, should any change be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section.

In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3. Special Pay Practices

Upon execution of this contract, any permanent, full-time employee in this unit assigned regularly scheduled periods of standby service at off-duty times pursuant to the County Code, shall receive one dollar and fifty cents ($1.50) per hour bonus, but not to exceed a maximum of three hundred hours per month total without approval of department management. This section will apply to all County Department's where all members of this bargaining unit are employed.

Should any other bargaining unit receive an increase in stand-by pay over $1.50 per hour duting the term of this MOU, PPOA Bargaining Unit 614 requests a comparable increase over the current hourly rate of $1.50 for stand-by pay. This provision shall expire on September 30, 2018.

Section 4. Night Shift Differential

The parties agree to recommend jointly to the County's Board of Supervisors that employees in this Unit be paid for evening and night shift differential as follows:

A. The evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m. The night shift is a shift at least five-eighths of which falls between the hours of 9:00 p.m. and 8:00 a.m.

B. The evening shift and/or night shift differential shall be one dollar ($1.00) per hour above the established rate for each classification.

Section 5.

The parties, having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith,

and that said salaries were determined independently of race, gender, age or national origin.

Section 6. Assignment of Additional Responsibilities

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representatives and approved by the Chief Executive Office.

The Department shall notify an employee in writing of the approval or denial of his/her written request within ten (10) business days of the approval or denial of the additional responsibilities bonus.

To qualify for this additional compensation, a full time, permanent employee must either perform for a minimum of 20 days in a three month period all the significant duties of a higher level class for which there is no vacant funded position (in which case, the bonus shall be the lesser of two standard salary schedules or the difference between the two classes) or be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class, on-site orientation/training or claims of performing the same duties as sworn personnel shall not qualify for this additional compensation.

The additional compensation shall begin on the first day the additional responsibilities are assigned by management and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualified for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to County Code 6.10.040.

ARTICLE 7 OVERTIME

Section 1. Compensation

For all employees in the Unit, for the term of this agreement, the County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided by the Fair Labor Standards Act, 29, U.S.C. '201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay with the exception that those hours paid during a workweek for a regular County holiday or use of compensatory time will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

An employee may elect compensatory time off in lieu of pay at a rate of one and one-half (1 1/2) hours for each hour of overtime to a maximum of 160 hours worked. The employee may exercise this option when the employee works overtime. Management shall not decide to order or authorize overtime based on an employee's choice of pay or compensatory time off.

If an employee has 240 hours of accumulated compensatory overtime on the books, the employee shall not elect to choose any additional overtime as compensatory time off in lieu of pay.

Section 2. Usage of Compensatory Time

A. An employee shall not be directed by Management to take compensatory time off without at least ten (10) business days prior notice nor be denied a timely request to carry over. Requests for time off will be approved based on the needs of the service as determined by Management.

B. Effective with the implementation date of the October 1, 1991, - September 30, 1994, MOU, with prior approval of Management, new accumulated compensatory time off not used during the calendar year in which it is earned may be carried over for up to two years not to exceed 240 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

C. Compensatory time off earned prior to implementation of the October 1, 1991, - September 30, 1994, MOU can only be taken off at the straight time rate and be carried over to the end of the following year. Any compensatory time off not taken by the end of the year following the year it was earned will be paid at the straight time rate rather than lost.

Section 3.

Notwithstanding any other provisions of this Memorandum of Understanding:

A. The following provisions shall continue to apply to all overtime accumulated

between October 1, 1993 and June 30, 1994, and compensated with compensatory time off:

(1) To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 240 hours or 480 hours for employees working in a public safety activity, an emergency response activity or a seasonal activity as defined by Fair Labor Standards Acts regulations.

(2) To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time CTO.

(3) Such CTO either (a) may be taken off at the request of an employee subject to management approval or (b) shall be maintained "on the books."

(4) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.

B. All overtime worked on or after July 1, 1994, shall be subject to the overtime provisions in effect on September 30, 1993.

C. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

D. CTO accrued between October 1, 1993, and June 30, 1994, shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.

ARTICLE 8 CALL-BACK

Whenever an employee is unexpectedly ordered by the Department Head or designated management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay or four hours compensatory time at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 7, Overtime.

ARTICLE 9 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 10 BULLETIN BOARDS

Management will furnish PPOA bulletin board space not to exceed 8 square feet.

The boards shall be used only for the following subjects:

A. PPOA recreational, social and related news bulletins;

B. Scheduled PPOA meetings;

C. Information concerning PPOA elections or the results thereof;

D. Reports of official business of PPOA including reports of committees or the Board of Directors; and

E. Any other written material which first has been approved and initialed by an authorized representative of the Department Head.

Prior to posting, all material shall be initialed by an authorized representative of PPOA. PPOA agrees that notices posted on County bulletin boards shall not contain anything which may reasonably be construed as maligning the County, its representatives or any individual employees in any manner whatsoever.

ARTICLE 11 ANNUAL TRAINING PLAN

Departmental management (Sheriff/Department of Coroner) agrees to develop an annual training plan for all classifications represented by bargaining unit 614 in each Department's Criminalistics Laboratory within sixty (60) days after the provisions of this Memorandum of Understanding become effective. Each Department Head further agrees to consult with representatives of the bargaining Unit prior to submitting such training plan for approval. This annual plan for training will be administered by each Department Head, or whomever he/she delegates subject to necessary approval from the Chief Executive Officer and the Board of Supervisors.

Each Department Head, or whomever he/she delegates, will determine the need, kind, amount and timeliness of training to be provided to all classifications represented by bargaining unit 614 and which of these personnel will attend approved training programs.

ARTICLE 12 REFERENCE MATERIALS

The County agrees to provide "state of the art" reference materials for all classifications represented by Bargaining Unit 614 in Departmental Criminalistic Laboratories. The County further agrees to consult with representatives of the Bargaining Unit prior to selecting said reference materials.

The Department Head or his/her designate, will determine the kind and amount of reference materials to be provided.

ARTICLE 13 EMPLOYEE PARKING

County will continue to make every reasonable effort to provide free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to work location.

ARTICLE 14 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment.

PPOA will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or his representative is not satisfied with the response of the safety officer, PPOA may consult with the Chief of Workers' Compensation and Occupational Health Branch of the Chief Executive Office or his designate. A representative of such branch shall respond to the department head and PPOA within ten (10) days. If PPOA is not satisfied with the response of the Chief of Workers' Compensation and Occupational Health, the issue may be taken within ten (10) days to arbitration as set forth in Article 20.

During such ten (10) days consultation between the department head and PPOA will take place.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities.

Section 3.

Management and PPOA mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

ARTICLE 15 PERSONNEL FILES

An employee, or the certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note the refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure.

If the employee fails to file a grievance within the designated time limits the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance

procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior removed from his personnel file except as such may be a part of an official permanent record.

ARTICLE 16 EMPLOYEE PAYCHECK ERRORS

A. UNDERPAYMENTS

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or $100, whichever is least, occurs in an employee's pay check, a pay check correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.

2. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.

3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute pay check errors for purposes of this Article.

B. OVERPAYMENTS

1. Employees will be notified prior to the recovery of overpayments.

2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable earnings (as defined by State law), except, however, that a mutually agreed upon acceleration provision may permit faster recovery.

ARTICLE 17 CONSULTATION

County Management agrees to consult with PPOA pursuant to Section 6(a) of the Employee Relations Ordinance.

The Sheriff's Department will consult in good faith regarding the implementation of evening or night shifts prior to such implementation.

ARTICLE 18 WORK SCHEDULES

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or workweek as defined by Chapter 6.12 of the County Code.

Section 1. Workweek

The work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management.

Section 2. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (See Section 3), employees work schedules shall not be changed without notice to the employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without notice to the employee at least ten (10) workdays prior to the date the change is to be effective.

Section 3 Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However such emergency assignments shall not extend beyond the period of such emergency.

ARTICLE 19 OUT-OF-CLASS ASSIGNMENT

Section 1. Definition

A. For the purpose of this article, an out-of-class assignment is the full time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.

B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid;

return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this Article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

Section 3. Special Provisions

A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.

B. Nothing in this article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 1. Definitions

1. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.

2. "Days" mean calendar days exclusive of Saturdays, Sundays or legal holidays.

Section 2. Responsibilities

The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

PPOA, agreed to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

Section 3. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this Article, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

Section 4. General Provisions

1. The employee has the right to the assistance of a representative in the preparation of a written grievance, and to represent him/her in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.

2. A County employee selected as a representative in a grievance is required to obtain the permission of the immediate supervisor to absent himself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with departmental operations.

3. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the

essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

4. In order for a steward to receive compensation from the County of Los Angeles for any regularly scheduled work time spent investigating or processing a grievance, the name of the steward must be supplied to Management in accordance with Article 22.

5. If the employee elects to be represented, the department may designate a Management representative to be present at such meeting.

6. PPOA has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this Memorandum of Understanding.

Section 5. Procedure

1. Informal Complaint

A. Within ten (10) days from the occurrence of the matter on which a complaint is based, or within ten (10) days from his/her knowledge of such occurrence, an employee shall discuss his/her complaint with his/her immediate supervisor.

B. Within five (5) days from the day of the discussion with the employee, his/her immediate supervisor shall verbally reply to the employee's complaint.

C. If the immediate supervisor either fails to reply within five (5) business days or gives an answer which the employee feels is unsatisfactory, within five (5) business days, the employee may informally discuss the grievance with his/her second level supervisor or proceed with the formal grievance procedure.

If the second level supervisor either fails to reply to the employee within three (3) business days or gives an answer which the employee feels is unsatisfactory, the employee may then initiate the formal grievance procedure at the first level of supervision.

2. Grievance

Step 1 - Supervisor

A. If the problem has not been resolved within eleven (11) business days of the date of the initial discussion with the first level supervisor or within ten (10) days from the occurrence or knowledge of the grievable matter if no informal discussion has occurred, an employee, may file a formal written grievance. Four (4) copies of the grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests from his/her departmental management. The employee shall submit two (2) copies to his/her immediate supervisor and retain two (2) copies.

B. Within ten (10) days, his/her immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and a copy to the Union representative if a Union representative was present at the hearing.

Step 2 - Middle Management

A. Within ten (10) days from receipt of his/her supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to mid-management. The manager shall discuss the grievance with his/her supervisor and the employee before a decision is reached by him.

B. Within ten (10) days from receipt of the grievance, the manager shall give a written decision to the employee using the original copy of the grievance and a copy to the Union representative if a Union representative was present at the hearing.

Step 3 - Department Head

A. Within ten (10) days from his/her receipt of the decision at level 2, the employee may appeal to the department head using the original copy of the grievance.

B. Within ten (10) days from receipt of the employee's grievance, the department head or the designated representative, who has not been involved in the grievance in prior levels, shall make a thorough review of the

grievance, meet with the parties involved and give a written decision and justification to the employee and the Union representative if a Union representative was present at the hearing.

C. If the department head or the designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

D. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or the designated representative shall be final.

Section 6. Arbitration

1. Within ten (10) days from the receipt of the written decision of the department head, or the designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors, unless the arbitrator, in his/her discretion finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;

B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited, to discharges, reductions, and discrimination; nor

C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

3. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above, send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County department head or officer affected, which written request shall:

   A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and

   B. Request that said Employee Relations Commission, pursuant to its applicable rules and regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance as provided for herein.

4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses,

transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

7. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If, within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Implementation

Term

Renegotiation

Non-Discrimination

Safety and Health

Payroll Deduction of Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 21 GRIEVANCES - GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between PPOA and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon:

A. Within thirty (30) calendar days from the occurrence of the matter on which a complaint is based or within ten (10) business days from its knowledge of such an occurrence where PPOA has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, PPOA may request in writing that a meeting be held with the authorized representative of the County who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within five (5) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved; PPOA shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean its Chief Executive Officer or his/her authorized representative, and any other County department head or his/her authorized representative, who has authority to resolve this matter.

C. Within ten (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved and if the disagreement meets the requirements of Section 6 of Article 20, the disagreement may be submitted to arbitration in accordance with the provisions of Section 6 of Article 20 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 20 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of the employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 20 hereof.

ARTICLE 22 STEWARDS

It is agreed and understood by the parties of this Memorandum of Understanding that there shall not be more than three stewards within the representation unit as herein defined. Only an employee who has passed his/her initial probation period and who Management has designated to be a permanent employee shall be eligible for appointment as a steward.

PPOA shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of the names of employees selected as stewards, which list shall be kept current by PPOA.

PPOA agrees, whenever investigation or processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. PPOA representatives, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the steward will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays after the time of the steward's request, unless otherwise mutually agreed to. Prior to entering other work

locations, stewards shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will be informed when the employee will be made available.

Management agrees a steward will not be discriminated against because of his/her activities as a steward.

ARTICLE 23 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by PPOA, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and PPOA fails to exercise good faith in halting the work interruption, PPOA and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 24 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period August 10 through August 31, 2006, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3. Agency Shop Election

Effective January 1, 2004, if at any time during the term of the Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot at any time during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee agreement as provided in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The union shall pay for the cost of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately, thereafter, the Union shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union or to pay the Union a service fee as provided in G, C. 3502.5(a).

If the majority of the employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4. Agency Shop

If a majority of those employees voting, vote in favor of agency shop, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term, "Agency Shop" means that every employee represented by this Bargaining Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

B. Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employees shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund

exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

D. Union Responsibilities – Hudson Notice

The union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop agreement is in effect.

E. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the

employee's department, with notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

F. <u>List of New Employees/Separation</u>

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying

documents. The list shall contain the name, employee number, date of hire into the Unit, item step salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit who are covered by the Memorandum of Understanding.

Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 5. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 25 WORK ACCESS

A PPOA representative desiring access to a work location hereunder shall state the purpose of the visit and request the Department Head or his designee's authorization a reasonable amount of time before the intended visit. If authorization for such access is not granted, the PPOA representative will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, after the time of the PPOA representative's request, unless otherwise mutually agreed to.

Authorized PPOA representatives may be given access to work locations during working hours solely for the purposes of conducting PPOA grievance investigations and observing working conditions. PPOA agrees that its representatives will not interfere with operations of a department or any facility thereof.

PPOA shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all of its authorized representatives, which list shall be kept current by PPOA. Access to work locations will only be granted to representatives on the current list.

ARTICLE 26 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request For Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate either the decision or effect of any reorganization by the County during the life of this agreement.

Management acknowledges an obligation to negotiate the impact on wages, hours, and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE 27 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or mission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in said Government Code.

ARTICLE 28 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither PPOA nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors, individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 29 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term.

It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such changes, it shall notify PPOA indicating the proposed change prior to its implementation. If PPOA wishes to consult or negotiate with Management regarding the matter, PPOA shall notify Management within five (5) working days from the receipt of such notice. Upon receipt of such notice, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of any problem arising as a result of the change instituted by Management. Where Management makes such changes because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter of compliance with such law.

Nothing herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify PPOA of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Where Management makes any such change for reasons other than the requirements of law or an emergency, where such change would significantly affect working conditions of a significantly large number of employees in the Unit, where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance, and where PPOA, within the time limits provided, requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the wages, hours and other terms and conditions of employment of the employees in the Unit.

If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted as an impasse to the Employee Relations Commission for resolution. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

C. Failure by PPOA to request consultation or negotiations, pursuant to Paragraph B. shall not be deemed as approval of any action taken by the County.

D. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any matter covered herein or with respect to any other matter within the scope of negotiations during the term of this Memorandum of Understanding.

E. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and, if required, approved and implemented by County's Board of Supervisors.

F. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 30 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

A. Management's principal authorized agent shall be County's Chief Executive Officer or his/her duly authorized representative (Address: 188 E. Arrow Highway, San Dimas, CA 91773; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

B. Union's principal authorized agent shall be its Executive Director, or his/her duly authorized representative (Address: 1100 Corporate Center Drive, Suite 201, Monterey Park, California 91754-9880, Telephone: (323) 261-3010).

ARTICLE 31 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, as for example by work furloughs because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 32 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 33 DRUG TESTING PROGRAM

It is agreed that separate random Drug Testing Programs will be implemented in the Sheriff's Department (Appendix A) and Coroner's Department effective March 1, 1992, and will be fully effective at that date. Sheriff's Department and Coroner's Department Management will consult with PPOA regarding implementation of the Drug Testing Program in the individual departments.

ARTICLE 34 COURT TIME FOR EMPLOYEES IN UNIT 614

Section 1. On-Call Subpoena

Pursuant to the procedures established in cooperation with applicable courts, the parties to the 614 Memorandum of Understanding agree that employees covered by such Memorandum of Understanding who receive an on-call subpoena and remain on-call during off-duty hours for court appearances, shall receive one-half their hourly rate, as defined by the Los Angeles County Code for their classification, for each hour that they are on call including travel to court as a result of having received a call to appear. However, in no event shall an employee who receives an on-call subpoena, which is not canceled prior to the date of the subpoena, be compensated for less than two (2) hours of on-call including travel to court. The on-call status will commence at the time for appearance specified in the subpoena, and will end when the employee is relieved from on-call status by the court or the Liaison Deputy, or upon arrival at the court in response to a call. It is further agreed that employees assigned to an evening or early morning shift, or those on their day off, shall, upon receipt of an on-call subpoena, notify the court liaison officer designated by their unit of their on-call status. Employees in an on-call status shall contact their court liaison officer by noon of the day set for appearance to confirm their status if they have not been contacted earlier. If the employee is on an on-call status at the end of the court day, the court liaison officer shall notify the employee at the end of the court day whether he/she is to remain on-call the following day. Employees receiving an on-call subpoena shall report to court only when called to appear. Employees who are called to appear in court on an overtime basis shall receive overtime compensation at the rate established for their classification.

Section 2. Must Appear Subpoena

Employees who are required to appear in court during off duty hours as a result of a must appear subpoena shall receive three (3) hours minimum plus actual time in court over two (2) hours (includes travel time and evidence pick up).

Section 3. DMV Telephonic Hearing

Employees who are subpoenaed for a DMV Telephonic Hearing which is scheduled during the employee's working hours shall utilize a Department telephone to call the DMV at the scheduled time and receive no additional compensation.

Employees who are subpoenaed for a DMV Telephonic Hearing which is scheduled at a time when the employee is off duty shall receive one hour of overtime or actual time spent beyond one hour, whichever is more, for a completed call based on their hourly rate, as defined by the Los Angeles County Code for their classification, However, in no event shall an employee who receives a DMV Telephonic Hearing subpoena which is not cancelled prior to the date and time of the subpoena, be compensated for less than two (2) hours of on-call compensation.

Section 4. Increments of Time

Time earned, credited and paid pursuant to Sections 1, 2 and 3 above shall be in increments of 15 minutes.

The above provisions will remain in effect for the term of this contract unless superseded by order of the Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

LOS ANGELES COUNTY PROFESSIONAL PEACE OFFICERS ASSOCIATION

By _____
BRIAN MORIGUCHI
President, PPOA

By _____
PAUL ROLLER
Executive Director, PPOA

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
SACHI A. HAMAI
Interim Chief Executive Officer

APPENDIX A

RANDOM DRUG TESTING PROGRAM

SECTION I. INTRODUCTION

A. Statement of Policy

Any illegal use of drugs by Criminalist, Forensic Identification Specialists and Criminalistic Laboratory Technicians would negatively affect morale and integrity in the workplace, endanger credible testimony, and significantly increase the risk of incurring civil liability.

In the interests of the County of Los Angeles, citizens, and the members of the Department, it shall be the policy of the Sheriff's Department to implement a random drug testing program.

All aspects of this drug testing program shall be on County time and paid consistent with the provisions of this MOU.

B. Frequency of Testing

All Sheriff's Department employees covered by this bargaining unit will be tested up to, but not more than, four times in a twelve month period

C. Confidentiality of Testing

Personnel subjected to drug testing shall be assigned a confidential test

identification number. The actual collection process shall be as discreet as possible and shall respect the dignity of the test subject.

D. The Drugs

The Department's random drug testing program may test for any of the drugs or classes of drugs listed below:

1. Amphetamines/Methamphetamine
2. Cocaine
3. Cannabinoids (Marijuana, THC)
4. Opiates (Heroin, Morphine, Codeine)
5. Phencyclidine (PCP)

The Sheriff reserves the right to delete drugs and classes of drugs from this list.

E. Test Methodology

The testing methodology will be based on a laboratory examination of a urine specimen. Specimen collection and laboratory examination are described in Section IV, Specimen Collection and Section V, Laboratory Analysis.

Laboratory analysis of urine specimens shall be restricted to those tests authorized by this policy to detect drug abuse. They shall not be used for other purposes, such as the analyses of physiological states or diseases (e.g., pregnancy, AIDS or cancer therapy).

F. Implementation

The drug testing program shall be implemented on September 1, 1992 for or as soon thereafter as this agreement is adopted by the County Board of Supervisors.

SECTION II. PROGRAM ORGANIZATION

A. Assignment

Responsibility for the day-to-day coordination of the Random Drug Testing Program shall be assigned to Operations Lieutenant in the LASD's Risk Management Bureau and Administrative Division in the Bureau. This responsibility will include the creation of computer-generated random selection test schedules, on-site specimen collection, delivery of specimens to the laboratory and the maintenance of such administrative and statistical records as may be needed. Statistics maintained on the number of tests administered and the number of positive tests shall be provided to the union within five (5) business days of the receipt of a written request by the union.

B. Captain, Risk Management Bureau

The Captain of the Risk Management Bureau, or the senior manager designated to temporarily act in his/her behalf is designated as the Department's Drug Abuse Program Director. The Captain shall have overall responsibility for all pre-employment and employee drug testing activities. It shall be the Captain's responsibility to direct the course and scope of such employee substance abuse

awareness programs as may be in operation. The Captain is also designated as the Department manager who shall be the contact point with the Medical Review Officer regarding his/her evaluation of any positive test results.

C. Medical Review Officer

The Medical Review Officer (MRO) shall be a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical history and any other relevant biomedical information.

The responsibility for the assignment of the appropriately qualified physician and for ensuring his availability is that of the Director of Medical Services.

D. Collection Site Supervisors

Collection Site Supervisors are those persons assigned to Risk Management Bureau whose principle duties involve overseeing the on-site collection of test specimens. They shall supervise a male or a female assistant assigned to each team. Collection Site Supervisors operate with the direct authority of the Sheriff. They are empowered to command any employee of any rank to furnish a urine specimen as a random test selection schedule may dictate.

SECTION III. POSITIVE TEST RESULTS

A. Preliminary Determination

The Laboratory shall notify both the Medical Review Officer and the Drug Abuse Program Director whenever it confirms a positive test result. The Scientific Services Bureau (Laboratory) shall immediately send one copy of the subjects Laboratory Report and the sealed Pre-test Declaration form to the MRO.

The MRO will give a system number to the Program Director (not the test result). The Program Director will arrange an interview for the Medical Review Officer with the employee (employee's option). The Program Director will try to contact the employee utilizing the daytime telephone number designated by the employee on the pretest declaration form.

The MRO is authorized to terminate the process if he determines that the test result was caused by appropriate use of medication. He will then prepare a written report to the Program Director limited to his statement of conclusion. No further action will be taken.

If the MRO cannot close the case, he/she will contact the Program Director regarding the need for additional information in order to verify the employee's statements. The Program Director will immediately send an investigator to verify the facts presented by the employee without initiating a formal internal investigation. The information obtained by the investigator will be provided to the

Medical Review Officer. The Medical Review Officer will prepare a written report to the Program Director limited to a statement of conclusion if the additional information allows him/her to determine that the test results were caused by appropriate use of prescribed medication.

The Drug Abuse Program Director shall consult with the MRO on all other matters of positive test results. The decision to proceed with further administrative action is solely that of the Director. The Director in consultation with the MRO is empowered to resolve the matter upon his/her finding that a positive test has resulted from legitimate use or accidental exposure to drugs and no substantial impairment exists.

If the Director determines that further administrative action is warranted, he shall: (1) immediately advise the appropriate executive at the level of Division Chief or higher, and, (2) on behalf of that executive, direct Internal Affairs Bureau to conduct an administrative investigation; and (3) employee will be relieved of standard duty with pay (refer to Manual of Policy and Procedures 3-02/30.25, Censurable Conduct – Major Incident). The employee will be provided with a copy of documentation pertaining to test results as provided in Section V., F herein.

B. Discipline

The Sheriff's Department policy forbids any of its members to use any controlled substances, narcotics, or hallucinogens except when prescribed by a physician for

an illness or injury. Moreover, Department policy forbids all members from willfully violating any Federal statute, State law or local ordinance. Members who violate any rules, regulations or policies of the Department or the County shall be subject to disciplinary action up to and including discharge.

C. Refusal to Provide Urine Specimen

Members who refuse to be tested when so required will be subject to disciplinary action up to and including discharge. Attempts by a member to alter or substitute any specimen will be deemed grounds for disciplinary action. In such instances, Internal Affairs will be requested to conduct an administrative investigation, including another drug test.

Note: Failure to provide a specimen within a reasonable period of time (usually not more than three (3) hours) may constitute a refusal to take a drug test.

SECTION IV. SPECIMEN COLLECTION

A. Notification of Selection

Urine specimen collection will be done at an employee's unit of assignment or, if not appropriate, Sheriff's Department facility, only. Collection personnel shall contact the appropriate Watch Commander or Senior Officer or appropriate Bureau Section Lieutenant or Supervising Investigator present and explain their presence. Then they shall determine the subject's availability.

The Watch Commander/Senior Officer or the Bureau Section Lieutenant/

Supervising Investigator shall assist by arranging for test subject(s) to present himself/herself for testing. The Watch Commander/Senior Officer or the Bureau Section Lieutenant/Supervising Investigator shall also assist by locating and securing restroom facilities that best meet the requirements of the collection procedure.

If the test subject is not working (RDO, vacation, off sick, etc.), or is unavailable (Court, in the midst of a critical situation, etc.), the Collection Site Supervisor will test the subject upon return to the work site. Only the Watch Commander or Senior Officer, the Bureau Section Lieutenant or Supervising Investigator originally contacted may be made aware of the identities of any untested personnel. He/she shall assist in determining the point in time when the test subject will return to the work site.

B. Collection Site Privacy and Security

The actual collection process takes only a few minutes. However, because there must be rigorous controls for privacy, security and chain-of-evidence purposes, choosing the most appropriate restroom is crucial.

The restroom selected as a collection site shall be equipped with a sink to allow test subjects to wash their hands, a toilet, and be equipped with a stall for privacy. During the specimen collection process, no unauthorized personnel shall be

permitted in the restroom. The only authorized personnel are the test subject and the Collection Site Supervisor of the same sex. Another Collection Site Supervisor shall remain outside the restroom and shall bar entry for the time it takes to collect and package a specimen.

C. Subject Identification, Advisory Statement and Pre-Test Declaration Form

When the Collection Site Supervisor contacts a test subject, the subject shall be asked to present his/her Sheriff's Department or District Attorney's photo identification card. If the subject is unable to present proper identification, he/she must be identified by the Watch Commander/Senior Officer or Bureau Section Lieutenant/Supervising Investigator present.

The subject will also be asked to complete a Pre-test Declaration form (Attachment "A"). The form elicits information about recent use of prescription and non-prescription medications, and accidental exposure to controlled substances. The form shall contain the subject's right thumbprint and confidential test number. It is to be placed in a sealed envelope by the subject and given to the Collection Site Supervisor. The form will be destroyed without being reviewed if the test results are negative.

D. Chain of Custody

Test specimens shall be stored and transported using the same documented chain of custody and standard of care and safety applied to evidence throughout the Department and Bureau. Sealed specimen bottles shall be placed in a locked portable container and kept under the direct control of the Collection Site Supervisor until it leaves his or her custody. The Collection Site Supervisor may store the container in the most appropriate, authorized facility evidence locker. All such containers shall be picked up the next business day and transported to the Laboratory. Only Collection Site Supervisors and Laboratory personnel shall possess keys to the portable specimen container.

When a specimen is stored in a facility's evidence locker, all LASD or Bureau evidence handling procedure shall apply, including tagging the container and entering it into the LASD's Facility Master Property Ledger or the Bureau's Property Register. All such entries shall be listed as "Lab Container No. _____" showing the appropriate container number. No other written remarks about container contents or test subject identities shall be made. The Collection Log Sheet and Pre-test Declaration forms shall be locked inside the specimen container and, upon delivery to the Laboratory, both the transporting employee and the Laboratory employee authorized to receive the specimens shall open the container. They shall obtain the Collection Log Sheet and note their identities in the appropriate place on the form.

At this point, the Laboratory assumes custody of the specimens, Collection Log Sheets and sealed envelopes containing the Pre-test Declaration forms.

A copy of the test subject Collection Log Sheet shall be retained by the Collection Site Supervisor.

E. Collection, Integrity and Identification of Specimen

After a test subject has been properly identified, briefed about the reason for the test and has completed the Pre-test Declaration form, the mechanics of the collection process shall be explained. The Collection Site Supervisor shall require the test subject to remove any unnecessary outer garment (e.g., coats, jackets, etc.) and shall visually check for signs of concealed items that might be used to adulterate or substitute a sample. Personal belongings such as briefcases, purses, and weapons/holsters, etc., must remain with the subject's other outer garments. The subject shall retain control of his/her wallet.

The test subject shall wash and dry his/her hands prior to providing a urine specimen. There shall be no further access to water, soap, any chemical agent, or other materials which would be used to adulterate the specimen until after it has been provided.

The Collection Site Supervisor shall place a toilet bluing agent in the toilet bowl and, if the toilet is so equipped, in the reservoir tank. The purpose of this procedure is to deter the dilution of the specimen.

The test subject shall be required to provide a specimen in a large, wide mouthed, easily carried, plastic non-reusable cup, unobserved and in the privacy of a stall or otherwise partitioned area. Unusual behavior shall be noted by the Collection Site Supervisor on the Collection Log Sheet.

The test subject will be provided two LASD or Bureau approved specimen bottles (samples A and B). The containers will have affixed to them specially prepared labels showing the test subject's confidential identification number. The subject's right thumbprint will be rolled onto the labels by the Collection Site Supervisor. The subject shall then be ordered to provide a urine specimen and to divide it equally between the two bottles in the presence of the Collection Site Supervisor.

A minimum of 50 milliliters (1.7 fluid ounces) must be provided or the specimen will be considered incomplete. If the Collection Site Supervisor determines that there is an insufficient amount of urine (less than 50 milliliters total) in the specimen bottles, additional urine shall be collected. In this instance, the test subject shall remain under the supervision of the Collection Site Supervisor. The subject shall be asked to drink fluids to aid in urination and shall be allowed a reasonable amount of time to

furnish additional urine. When additional specimens are provided, third and fourth bottles shall be labeled, be affixed with another thumbprint label and be fastened to the original specimen bottles with clear tape.

Immediately after a specimen collection, the Collection Site Supervisor shall ensure the temperature is between 90 and 100 degrees Fahrenheit. The Collection Site Supervises shall also inspect the specimen for signs of adulteration (e.g., contaminants, color, etc.). Unusual findings should be noted in the remarks section of the Collection Log Sheet.

In the presence of the Collection Site Supervisor the test subject, shall secure lids on the specimen bottles. The Collection Site Supervisor shall then seal the lids with evidence tape. If at the time of collection, there is reason to believe that the specimens have been diluted, adulterated, substituted, or in any way tampered with, the Collection Site Supervisor shall report the matter on the Collection Log Sheet. The Collection Site Supervisor may report those observations in writing to the lab, which may analyze the suspect specimens. The results of those analyses shall be reported in the written laboratory report to the MRO for further action, if any is needed.

SECTION V. LABORATORY ANALYSIS

A. Laboratory Management

The laboratory shall perform urine drug testing for the Department shall meet all analytical, quality assurance and quality control standards which are professionally accepted by laboratories which perform forensic urine drug testing.

B. Laboratory Receipt of Specimens, Chain of Evidence and Rejection Criteria

Samples received by the laboratory shall be signed in and processed by the Evidence Control Section. The samples will then be transferred to the Toxicology Section. Toxicology Section personnel will sign the chain of evidence log. Each sample shall be inspected for evidence of possible tampering. The employee confidential identification numbers will be compared with the numbers on the Collection Log Sheet serving as the chain of custody document (Attachment B). Any evidence of any tampering, or discrepancies in the identification numbers on the samples and Collection Log Sheet, or in the event that the seal is broken on either sample, that there is no identification number, or the ID number is illegible, or that a thumb print is missing or illegible on either sample, such shall be reported to the Drug Abuse Program Director and shall be noted on the Collection Log Sheet. Such specimens shall not be tested. (However, such specimen may be recollected.) All other samples will then be stored at the Laboratory.

C. Specimen Processing

Laboratory personnel will normally process urine specimens (sample A) by grouping them into batches. When conducting the screening test, every batch shall contain an appropriate number of standards for calibrating the instrumentation and a minimum of 10 percent controls.

Initial Screening Test

Current NIDA/SAMHSA standards in affect at the time of collection, and, for those drugs without a NIDA/SAMHSA standard, Attachment "C" shall be used for the immunoassay screening test which will be used to eliminate "negative" urine samples from further consideration. Detailed screening and quality assurance procedures are discussed in the Laboratory Procedural Manual.

Written documentation shall be maintained by the laboratory showing details of all the EMIT screening tests done under this program. These data may be reviewed by consultants to the Union. All samples that initially screen positive shall be stored in the locked employee Drug Testing freezer in the Toxicology Section until conformation studies by GC/MS are complete.

D. Confirmatory Test

Specimens which were initially screened and found to be positive shall be confirmed using gas chromatography/mass spectrometry (GC/MS) quantitative techniques.

Detailed confirmation and quality assurance procedures are discussed in the Laboratory's Procedural Manual.

Specimens shall be considered as positively confirmed if they fall above the cutoff levels listed below.

1. Amphetamines:

amphetamine	250 ng/ml
methamphetamine	250 ng/ml*

2. Cocaine metabolite(1) — 100 ng/ml

3. Marijuana metabolite(2) — 15 ng/ml

4. Opiates:

Morphine	2000 ng/ml
Codeine	2000 ng/ml
6-acetylmorphine**	10 ng/ml

5. Phencyclidine — 25 ng/ml

*Specimen must also contain amphetamine at the concentrations of ≥ 200 ng/ml

** Conduct this test if specimen contains morphine at a concentration ≥ 2000 ng/ml

E. Preparation of Laboratory Report - Negative Test Specimens

The laboratory shall prepare a report, by confidential test identification number, of

all specimens screened as negative. Concurrently, the laboratory shall return all sealed Pre-test Declarations accompanying negative test specimens for destruction by Risk Management Bureau. They will be destroyed within three days of receipt of negative test results. The Laboratory report listing negative test specimens may be transmitted by electronic means.

F. Preparation of Laboratory Report - Positive Test Specimens

In the event that a specimen is found to be positive by the GC/MS process, the Laboratory shall prepare a written report. The original report shall be retained by the Laboratory. One copy, along with the sealed pre-test Declaration Form, shall be sent to the Medical Review Officer.

The laboratory report shall contain the following information:

1. Employee confidential test identification number.

2. The drug identified.

3. The initial screening method.

4. The date screened.

5. The screening analyst's name.

6. The printed output from the immunoassay screening instrument pertaining to the batch of samples which includes the positive sample. That output will include the data from the relevant standards, blanks, quality control samples, and positive sample.

7. The confirmation method.

8. The date confirmed.

9. The confirming analyst's name and signature.

10. The graphs and reports pertaining to the gas chromatographmass spectrometer analysis of the relevant batch of samples and associated controls and quantitative standards.

11. The name and signature of the reviewing laboratory supervisor.

12. Collection Log Sheet.

Following confirmation, all positive urine samples are to be frozen and retained for a minimum of two (2) years by the Laboratory.

SECTION VI. REPORTING AND REVIEW OF RESULTS

A. Report of Laboratory Results

The Laboratory shall report the results of all positive drug tests within five (5) business days from collection of sample.

B. Medical Review

The Medical Review Officer shall conduct an in-depth review of all tests reported as positive by the Laboratory. The laboratory report will include all materials specified in part V, F, above. He/she shall review the test subject's Pretest Declaration and shall take such action as may be necessary to examine any alternate medical explanation for a positive test result. Such action may include a voluntary medical interview with the subject and a review of all medical records made available by the subject.

C. Employee Notification

If the MRO does not find appropriate medical justification for the positive laboratory findings, he/she shall prepare a written report to the Program Director. Upon notification to the employee of a positive finding, the employee shall be provided with the laboratory report (as described in part V, F. above) and the MRO's written report. The Employee also shall be provided with a written notice of his or her right to have the second sample (Sample B) independently tested and reviewed by an independent MRO.

D. Retesting

When the Laboratory has confirmed a positive test result, the Employee or his/her representative may request that a GC/MS test of Specimen B be conducted at an independent lab (refer to Appendix A for a list of laboratories).

If the test results are positive, an independent Medical Review Officer selected by the employee or his/her representative will review the findings and interview the employee (at his/her option). The MRO will prepare an advisory report to be given to the Drug Abuse Program Director with a copy to the employee. Internal Affairs and the employee will be notified by the Program Director. A pre-disciplinary hearing (Skelly) may take place as a result of the investigation.

If the results of the first independent lab are negative, The Drug Abuse Program Director may request that GC/MS test of Specimens A and B be performed at a second independent lab (refer to Appendix A for the list of the laboratories).

If the test results from the second independent lab are negative, or if the Program Director elects not to have a second independent chemical test, no further action will be taken.

If the test results from the second independent lab are positive, an independent Medical Review Officer will review the findings and interview the employee

(at his/her option). The MRO will prepare an advisory report to be given to the Drug Abuse Program Director with a copy to the employee. Internal Affairs and the employee will be notified by the Program Director. A pre-disciplinary hearing (Skelly) may take place as a result of the investigation. The results of the third analysis (samples A and B) shall be deemed conclusive.

The Department shall pay for all such retesting.

However, results of drug tests not obtained within the specifications of the Drug Testing Program and not processed by a laboratory mutually agreed to by the union and management shall not be considered.

E. Referrals by the Medical Review Officer Not a Bar to Disciplinary Action

The Medical Review Officer may counsel the subject regarding follow-up care by competent medical authority and, if requested, furnish referrals.

Such actions by the Medical Review Officer shall not prohibit, or be considered as a replacement for, any disciplinary action by the LASD or the Bureau. Members having a positive drug test result shall remain subject to discipline up to and including discharge, irrespective of any counseling or treatment.

F. Audit Trail

Drug Testing results are inadmissible without audit trail showing compliance with each aspect of procedure. Burden of showing compliance is on the Department.

SECTION VII. FURTHER PROVISIONS

A. Hold Harmless and Indemnification Clause

The County agrees to indemnify and defend the employee organization from any liabilities which may arise as a result of the employee organization entering into this agreement. It is expressly understood that the County of Los Angeles shall choose the counsel, and have control of all phases and aspects of the litigation and the organization's defense including settlement, and that the employee organization shall cooperate in that defense. It is further understood that this indemnity and defense provision only applies to those claims where the legality or constitutionality of the Drug Testing Program or any part of that program is at issue. It does not extend to claims against the employee organization in which the legality or constitutionality of that program is not at issue. The County will not indemnify or defend the employee organization against any claim that the organization or anyone acting on its behalf improperly or negligently advised, represented, or performed services for an employee with respect to any event subsequent to the effective date of this agreement with respect to the Drug Testing Program, disciplinary proceedings arising from the program, or any other right or liability of the employee related to the program.

APPENDIX A

CONTRACT TOXICOLOGY LAB SERVICES

1. Quest Diagnostics Incorporated
   Van Nuys, California
   (818) 989-2520

ATTACHMENT A

DRUG TESTING DECLARATION

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
THIS FORM SHALL BE SEALED AND SHALL NOT BE OPENED UNLESS THE RESULTS OF THIS URINE TEST ARE CONFIRMED AS POSITIVE. ALL OTHER SEALED DECLARATIONS SHALL BE DESTROYED WITHOUT BEING OPENED.

CONFIDENTIAL TEST NO. _____ TEST LOCATION _____

LIST ANY PRESCRIPTION OR OVER-THE-COUNTER NON-PRESCRIPTION MEDICATIONS YOU ARE NOW TAKING OR HAVE TAKEN DURING THE LAST THIRTY (30) DAYS. SPECIFY THE REASON FOR THE MEDICATION(S), THE AMOUNT LAST TAKEN AND THE DATE. ALSO, INDICATE THE NAME OF THE HEALTH CARE PROVIDER PRESCRIBING ANY MEDICATION(S).

PRESCRIBING SUBSTANCE	REASON FOR TAKING	DATE LAST TAKEN	AMOUNT	HEALTH CARE PROVIDER	OFFICE LOCATION

YOU INGESTED, INHALED OR ABSORBED ANY CONTROLLED SUBSTANCE WITHIN THE LAST TEN (10) DAYS IN CONNECTION WITH YOUR DUTIES?

( ) NO
( ) YES DATE _____ NAME OF SUPERVISOR ADVISED ON INCIDENT

FILE NO. _____ _____

I CERTIFY THAT THE ABOVE INFORMATION IS, TO THE BEST OF MY KNOWLEDGE, TRUE AND CORRECT.

RIGHT THUMB

_____ PRINT DATE OF COLLECTION: _____

IF FOLLOW-UP IS NECESSARY, MY PREFERRED DAYTIME TELEPHONE NUMBER FOR CONTACT OR MESSAGE IS: AREA CODE ( ) NO. _____

NOTE: ONE COPY TO EMPLOYEE AT TIME OF SPECIMEN COLLECTION
ONE COPY TO BE PLACED IN SEALED ENVELOPE

ATTACHMENT B-1

SHERIFF'S DEPARTMENT
COLLECTION LOG SHEET

COLLECTION LOG					TRANSMITTAL LOG			LABORATORY LOG			
SECRE NUMBER	DATE & TIME COLLECTED	TEST SITE	COLLECTOR'S SIGNATURE	TAPE TEMP	EVIDENCE LEDGER ENTRY	LAB RCDT #	RECEIVED BY	A & B		SEALS INTACT	LABELS LEGIBLE

REMARKS: _____

_____

_____

ATTACHMENT B-2

SHERIFF'S DEPARTMENT

SCIENTIFIC SERVICES BUREAU

RANDOM DRUG TESTING CONTROL RECORD

LABORATORY RECEIPT NO. _____

RECEIVED BY: _____

DATE: _____ TIME: _____

COLLECTION SHEET(S): _____

URINE SPECIMENS _____

SEALED PRE-TEST DECLARATIONS: _____

==========

SCREENING TEST (EMIT):

ASSIGNED TO: _____ BY: _____

DATE: _____ TIME: _____

COMPLETED BY: _____

DATE: _____ TIME: _____

RETURNED TO: _____ BY: _____

DATE: _____ TIME: _____

NEGATIVE SPECIMEN(S) _____

DISPOSED ON: _____ BY: _____

POSITIVE SPECIMEN(S) _____

SPECIMEN NUMBER(S) _____

_____

FROZEN ON: _____ BY: _____

ATTACHMENT B-3

SHERIFF'S DEPARTMENT

SCIENTIFIC SERVICES BUREAU

RANDOM DRUG TESTING CONTROL RECORD

CONFIRMATION TEST (GC/MS)

LABORATORY RECEIPT NO. _____

SPECIMEN NUMBER: _____

ASSIGNED TO: _____

DATE: _____ BY: _____

COMPLETED BY: _____

DATE: _____ TIME: _____

FROZEN ON: _____ BY: _____

ATTACHMENT B-4

SHERIFF'S DEPARTMENT

SCIENTIFIC SERVICES BUREAU

RANDOM DRUG TESTING CONTROL RECORD

SPLIT RELEASE

LABORATORY RECEIPT NO. _____

SPECIMEN NUMBER: _____

REMOVED FROM FREEZER BY: _____

DATE: _____ TIME: _____

SPLIT RELEASE BY: _____

DATE: _____ TIME: _____

SPLIT RELEASED TO: _____
(PRINT NAME)

_____
(SIGNATURE)

_____
(COMPANY)

DATE: _____ TIME: _____

EMIT SCREENING LEVELS

AMPHETAMINES:	500 ng/ml
COCAINE:	150 ng/ml
PCP:	25 ng/ml
OPIATES:	2000 ng/ml
MARIJUANA METABOLITE:	50 ng/ml